



Policies & Procedures

PAYMENT TERMS OF USE

Dated: 13/01/2021

The words "we" and "our" where used in these Terms of Use mean Central United Football Club Incorporated (Central United). Central United FC allows Members to pay for membership fees through MyCOMET. As such, all transactions made via MyCOMET for Central United administered events are subject to these Terms of Use.

These Terms of Use are a contract between you and Central United, separate to the Terms & Conditions of the National Registration System (which can be found [HERE](#)). Please read these Terms of Use carefully. By making payment and registering to a Central United FC administered event, you acknowledge that you have read, understood, and accept these Terms of Use.

1. Definitions

- 1.1. **MyCOMET** means the online member portal utilised to register and access the payment gateway.
- 1.2. **Paymark** means the payment gateway used to make payment for products and services via MyCOMET.
- 1.3. **Analyticom** - means Analyticom, the official national registration system provider for Central United FC, and provider of MyCOMET.
- 1.4. **Terms** means these Terms of Use.
- 1.5. **Fees** means the costs and/or additional fees which may be payable for the use of Payment Services.
- 1.6. **Online EFTPOS** refers to the method of payment directly from a mobile banking app.
- 1.7. **Payment Services** means MyCOMET and Paymark.

2. Payment

- 2.1. Payment can be made via Credit / Debit card; Online EFTPOS; Direct debit into Central United FC bank account.
- 2.2. Central United FC is a New Zealand based organisation, with all transactions in New Zealand Dollars (NZD), unless explicitly outlined prior and/or at point of purchase. All fees are in NZD and are inclusive of tax unless explicitly outlined at point of purchase.
- 2.3. We may charge a Fee as advertised via Payment Services for their use.



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3. Use of Payment Services

- 3.1. You agree to not use MyCOMET for any improper, injurious, offensive or unlawful purpose.
- 3.2. You will pay all Fees payable for the Payment Services at the time of online transaction by credit credit or Online EFTPOS. We reserve the right to amend any Fees from time to time, and to adjust any Fees recorded on the Payment Services if the price recorded is incorrect.
- 3.3. If you are using a credit card, you represent and warrant that the credit card is issued in your name and that you shall pay to the credit card issuer all Fees incurred through the use of Payment Services. These charges may include card tokenisation and/or transaction fees.
- 3.4. Upon commencing a transaction through MyCOMET you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction information and other details are correct. We shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of providing Payment Services or for loss of data or information caused by factors outside of our control.
- 3.5. We also use a payment gateway operated by Paymark for transactions incurred via MyCOMET. Paymark will collect information about you (including information about transactions processed by you) from time to time through Paymark. Any such information collected shall be treated in accordance with the Paymark Privacy Policy which can be found [HERE](#).

4. Refunds Policy

- 4.1. Refunds are at the sole discretion of Central United FC. Any requests for refunds will require the authorisation of the President or a delegated financial officer of Central United FC. If your refund request is accepted, the refund will be transferred back to the originating credit card, nominated account, or held to your credit against future invoices. No cash refunds will be given.
- 4.2. In the case of overpayment, a refund will only be provided when it has been proven that there has been an overpayment or where we are obliged to provide a refund by law. When applying for a refund you must provide us with proof of the overpayment or provide reasons why the refund should be made.



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5. Security

- 5.1. SSL protocol (2048-bit) is used to encrypt all data transferred over the MyCOMET network. In the case of the payment gateway, operated by Paymark, cardholder data is operated in accordance with strict requirements as set out in the Payment Card Industry Data Security Standard (PCI DSS). Evidence of Paymark's PCI DSS compliance is available on request.
- 5.2. You acknowledge and agree that Internet transmissions are never entirely secure or private, and that any message or information you send through the Payment Services may be read or intercepted by others, even where the Payment Services is stated as being secure. Neither we, or the Payment Services shall have any liability for the interception or 'hacking' of data through the any of the aforementioned services by unauthorised third parties.

6. Limitation of Liability

- 6.1. We accept no liability or responsibility for the refusal or reversal of payments which are matters between you and your credit card provider.
- 6.2. We cannot warrant that the E-Commerce Process, and/or your use of our E-Commerce Services will be faultless, immediate, continuous, and virus free, nor that information provided through the E-Commerce Process will be complete, accurate or up to date. We will endeavour, however, to ensure the E-Commerce Services are available at all times, subject to maintenance.